4272

BILL NO. S-78-11-32

SPECIAL ORDINANCE NO. S-226-78

AN ORDINANCE approving an Agreement with Longwood Development for construction of a sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Agreement dated October 16, 1978, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Longwood Development, for:

LONGWOOD - SECTION 1

SANITARY SEWER

Line "A" - Beginning at an existing manhole over an existing 24" sanitary sewer, said manhole being situated 70 (plus or minus) feet East of the intersection of the right-of-way of White Hall Drive and the Southeast corner of Lot #69 in LONGWOOD, SECTION 1; thence Southwesterly, a distance of 310 feet to proposed Manhole #1, said manhole being situated on the corner of Lots #70 and #71 and the South right-of-way of White Hall Drive in LONGWOOD, SECTION 1; thence Westerly, along the South right-of-way of White Hall Drive, a distance of 385 feet to proposed Manhole #2; thence Westerly, along the South right-of-way of White Hall Drive, a distance of 260 feet to proposed Manhole #3; thence Westerly, along the South right-of-way of White Hall Drive, a distance of 235 feet to proposed Manhole #4; thence Northeasterly, along the South right-of-way of White Hall Drive, a distance of 230 feet to proposed Manhole #5, said manhole being situated at the intersection of the South right-of-way of White Hall Drive and the Northwest right-of-way of White Hall Court in LONGWOOD, SECTION 1; thence Southwesterly, along the Northwest right-of-way of White Hall Court, a distance of 150 feet terminating at proposed Cleanout #1, said cleanout being situated on the right-of-way of White Hall court and approximately 10 feet North of the Southeast corner of Lot #12 in LONGWOOD, SECTION 1.

Line "B" - Beginning at proposed Manhole #2, said manhole being situated at the intersection of the South right-of-way of White Hall Drive and the West right-of-way of Longwood Drive in LONGWOOD, SECTION 1; thence Northerly along the West right-of-way of Longwood Drive, a distance of 240 feet terminating at proposed Manhole #7, said manhole being situated 10 feet North of the South corner of Lot #29 and on the right-of-way of Longwood Drive in LONGWOOD, SECTION 1.

Line "C" - Beginning at proposed Manhole #3, said manhole being situated on the corner of Lots #3 and #4 and the South right-of-way of White Hall Drive in LONGWOOD, SECTION 1; thence Northerly along the East right-of-way of

APPROVED AS TO FORM AND LEGALITY,

CITY ATTORNEY

Albermarle Court, a distance of 235 feet to proposed Manhole #6; thence Northeasterly, a distance of 150 feet terminating at proposed Cleanout #2, said cleanout being situated on the corner of Lots #23 and #24 and the right-of-way of Albemarle Court in LONGWOOD, SECTION 1.

Line "D" - Beginning at an existing manhole over an existing 24" sanitary sewer, said manhole being situated 60 (plus or minus) feet West and 10 (plus or minus) feet South of the East corner of Lot #44 in LONGWOOD, SECTION 1; thence Northeasterly, a distance of 170 feet to proposed Manhole #8, said manhole being situated 40 (plus or minus) feet South of the East corner of Lot #45 and on the West right-of-way of Longwood Drive in LONGWOOD, SECTION 1; thence Northerly, along the West right-of-way of Longwood Drive, a distance of 375 feet terminating at a proposed Manhole #9, in LONGWOOD, SECTION 1.

Line "E" - Beginning at proposed Manhole #8, said manhole being situated 40 (plus or minus) feet South of the East corner of Lot #45 and on the West right-of-way of Longwood Drive in LONGWOOD, SECTION 1; thence Southeasterly, along the Southerly right-of-way of Longwood Court, a distance of 290 feet to proposed Manhole #10; thence Easterly, along the South right-of-way of Longwood Court, a distance of 90 feet to proposed Manhole #11; thence Northeasterly, a distance of 345 feet terminating at proposed Manhole #11a, said manhole being situated on the North corner of Lot #53 in LONGWOOD, SECTION 1.

Line "F" - Beginning at an existing manhole over an existing 24" sanitary sewer, said manhole being situated 20 (plus or minus) feet South of the North corner of Lot #40 in LONGWOOD, SECTION 1; thence Southwesterly, along the Northwest line of Lot #40, a distance of 190 feet to proposed Manhole #12, said manhole being situated 15 (plus or minus) feet Northeast of the North corner of Lot #33 and on the Southerly right-of-way of Culpeper Court of LONGWOOD, SECTION 1; thence Northwesterly, along the Southerly right-of-way of Culpeper Court, a distance of 140 feet terminating at a proposed Cleanout #4, said cleanout being situated 25 (plus or minus) feet Southwest of the Southeast corner of Lot #36 and the right-of-way of Culpeper Court in LONGWOOD, SECTION 1.

Line "G" - Beginning at a proposed Manhole #12, said manhole being situated 15 (plus or minus) feet Northeast of the North corner of Lot #33 and on the Southerly right-of-way of Culpeper Court in LONGWOOD, SECTION 1; thence Southeasterly along the right-of-way of Culpeper Court, a distance of 320 feet to proposed Manhole #13; thence Southeasterly, a distance of 150 feet terminating at a proposed Cleanout #3, said cleanout being situated on the corner of Lots #62 and #63 and the South right-of-way of Longwood Drive in LONGWOOD, SECTION 1.

of which the developer shall pay the entire cost and expense of the construction of said sewer, all as more particularly set forth in said agree-

ment which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.

Councilman

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ____ M.,E.S.T.

DATE: 11-14-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	5			4	
BURNS	X				
HINGA				X	
HUNTER	X				
MOSES	X				
NUCKOLS				X	
SCHMIDT, D.				X	
SCHMIDT, V.				X	
STIER	X				
TALARICO	X				

DATE: 11-28-78

Charles W. Westerman per
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-226-78 on the 28th day of November, 19 78.

ATTEST: (SEAL)

Charles W. Westerman per
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of November, 1978, at the hour of 11:30 o'clock A M.,E.S.T.

Charles W. Westerman per
CITY CLERK

Approved and signed by me this 4th day of December, 1978, at the hour of 4:30 o'clock A M.,E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-11-32

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance approving an Agreement with Longwood Development for construction of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Ed PASS.

PAUL M. BURNS - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

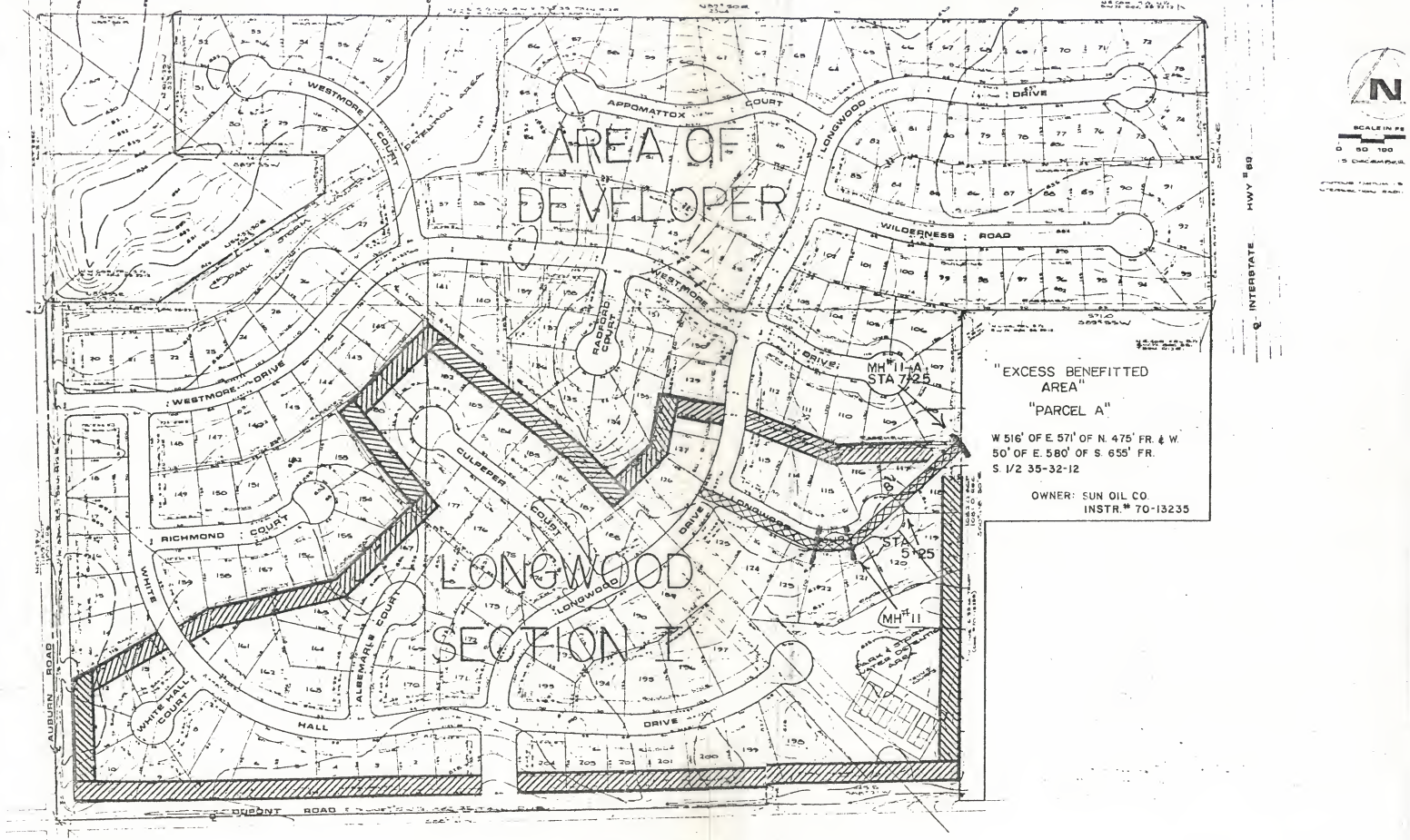
WINFIELD C. MOSES, JR.

FREDRICK R. HUNTER

11-28-78

DATE CHARLES W. WESTERMAN, CITY CLERK

EXHIBIT "A"



PRELIMINARY PLAT
OF LONGWOOD

DEVELOPER:
PINE LANDS NORTH AMERICA
4823 LIMA ROAD FORT WAYNE, IND.

Issued 11/14/78 C

66-203-14 H.I. 10/16/78

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT made in triplicate this 16 day of October, 1978, by and between Michael W. Thomas, Morris Liechty and Zohrab K. Tazian, d/b/a LONGWOOD DEVELOPMENT, an Indiana General Partnership, being all of the partners, hereinafter referred to as "Developer" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

LONGWOOD - SECTION 1

Line "A" - Beginning at an existing manhole over an existing 24" sanitary sewer, said manhole being situated 70 (plus or minus) feet East of the intersection of the right-of-way of White Hall Drive and the Southeast corner of Lot #69 in LONGWOOD, SECTION 1; thence Southwesterly, a distance of 310 feet to proposed Manhole #1, said manhole being situated on the corner of Lots #70 and #71 and the South right-of-way of White Hall Drive in LONGWOOD, SECTION 1; thence Westerly, along the South right-of-way of White Hall Drive, a distance of 385 feet to proposed Manhole #2; thence Westerly, along the South right-of-way of White Hall Drive, a distance of 260 feet to proposed Manhole #3; thence Westerly, along the South right-of-way of White Hall Drive, a distance of 235 feet to proposed Manhole #4; thence Northeasterly, along the South right-of-way of White Hall Drive, a distance of 230 feet to proposed Manhole #5, said manhole being situated at the intersection of the South right-of-way of White Hall Drive and the Northwest right-of-way of White Hall Court in LONGWOOD, SECTION 1; thence Southwesterly, along the Northwest right-of-way of White Hall Court, a distance of 150 feet terminating at proposed Cleanout #1, said cleanout being situated on the right-of-way of White Hall Court and approximately 10 feet North of the Southeast corner of Lot #12 in LONGWOOD, SECTION 1.

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Line "C" - Beginning at proposed Manhole #3, said manhole being situated on the corner of Lots #3 and #4 and the South right-of-way of White Hall Drive in LONGWOOD, SECTION 1; thence Northerly along the East right-of-way of Albermarle Court, a distance of 235 feet to proposed Manhole #6; thence Northeasterly, a

distance of 150 feet terminating at proposed Cleanout #2, said cleanout being situated on the corner of Lots #23 and #24 and the right-of-way of Albemarle Court in LONGWOOD, SECTION 1.

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Line "E" - Beginning at proposed Manhole #8, said manhole being situated 40 (plus or minus) feet South of the East corner of Lot #45 and on the West right-of-way of Longwood Drive in LONGWOOD, SECTION 1; thence Southeasterly, along the Southerly right-of-way of Longwood Court, a distance of 290 feet to proposed Manhole #10; thence Easterly, along the South right-of-way of Longwood Court, a distance of 90 feet to proposed Manhole #11; thence Northeasterly, a distance of 345 feet terminating at proposed Manhole #11a, said manhole being situated on the North corner of Lot #53 in LONGWOOD, SECTION 1.

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All sewers consist of 4265 ± L.F. of 8-inch E.S.C.P., ~~ABS Plastic Pipe~~, or A.C.P. in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the Office of the Chief Water Pollution Controll Engineer of the City Utilities of the City, and known as LONGWOOD, SECTION 1, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the entire cost of construction of said sewer is to be paid for by the Developer.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER.

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION.

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including engineering and City inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER.

Said sewer, when accepted by the City will serve the following described real estate, to be platted as LONGWOOD.

> Part of the Fractional South Half of the Southwest Quarter, together with part of the South Half of the North Half of the Southwest Quarter, all in Section 35, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:
>
> Beginning at the Southwest corner of said Southwest Quarter; thence N 01°-29' W (deed bearing), on and along the West line of said Southwest Quarter, being also the centerline of Auburn Road, 1189.1 feet (recorded 1188.4 feet) to the Northwest corner of said Fractional South Half; thence N 89°-55' E, on and along the North line of said Fractional South Half, a distance of 255.0 feet; thence N 56°-32'-30" E, a distance of 454.3 feet to the East line of a certain 5.0 acre tract of land; thence N 01°-29' W, on and along said East line being parallel to said West line, 90.0 feet to the Northeast corner of said 5.0 acre tract; thence S 89°-55' W, on and along the North line of said 5.0 acre tract being parallel to the North line of said Fractional South Half, a distance of 340.5 feet to a point situated 300.0 feet East of said West line; thence N 01°-29' W and parallel to said West line,

323.45 feet to the North line of the South Half of the North Half of said Southwest Quarter at a point situated 300.0 feet, N 89°-50' E from the Northwest corner of said South Half; thence N 89°-50' E, on and along said North line, being also the South line of Northway Gardens Addition, a distance of 2364.1 feet to the Northeast corner of said South Half; thence S 01°-46' E, on and along the East line of said Southwest Quarter, being also the West right-of-way line of Interstate Highway #69, a distance of 667.1 feet to the Northeast corner of the Fractional South Half of said Southwest Quarter; thence S 89°-55' W, on and along the North line of said Fractional South Half, a distance of 571.0 feet to the Northwest corner of a 6.33 acre tract conveyed to Sun Oil Company by a deed recorded in Document # 70-13235 in the Office of the Recorder of Allen County, Indiana; thence S 00°-08'-30" E, on and along the West line of said 6.33 acre tract, a distance of 1082.0 feet (recorded 1081.0 feet) to the North right-of-way line of DuPont Road as established by a grant of right-of-way in Deed Record 580, Pages 474 and 475 in the Office of the Recorder of Allen County, Indiana; thence S 88°-21' W, on and along said North right-of-way line, 445.5 feet; thence S 01°-39' E, 50.0 feet to the South line of said Southwest Quarter; thence S 88°-21' W, on and along said South line, being also the centerline of DuPont Road, a distance of 1625.2 feet to the point of beginning, containing 89.545 acres of land, subject to legal right-of-way for Auburn Road and DuPont Road, as shown on Exhibit "A".

OF WHICH now is being platted LONGWOOD, SECTION 1, containing 35.363 acres more particularly described as follows:

Part of the Fractional South Half of the Southwest Quarter of Section 35, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:

Beginning at the Southwest corner of said Southwest Quarter; thence N 01°-29' W (deed bearing), on and along the West line of said Southwest Quarter, being also the centerline of Auburn Road, 330.0 feet; thence N 88°-31' E, 40.0 feet; thence N 62°-00' E, 350.0 feet; thence N 76°-00' E, 300.0 feet; thence N 46°-00' E, 235.0 feet; thence N 49°-00' W, 45.0 feet; thence N 35°-00' W, 235.0 feet; thence N 54°-00' E, 65.0 feet; thence N 39°-24' E, 219.4 feet to the centerline of an existing Indiana & Michigan Electric Company transmission line; thence S 52°-28' E, on and along the centerline of said transmission line, 480.0 feet; thence S 43°-30'-40" E, continuing along said transmission line centerline, 110.0 feet; thence N 42°-00' E, 110.0 feet; thence N 12°-00' E, 125.0 feet; thence S 78°-46'-20" E, 142.03 feet; thence S 84°-39' E, 50.0 feet; thence S 05°-21' W, 25.0 feet; thence S 67°-30' E, 190.0 feet; thence N 79°-35' E, 101.18 feet; thence N 89°-51'-30" E, 225.0 feet to the West line of a 6.33 acre tract conveyed to Sun Oil Company by a deed recorded in Document #70-13235 in the Office of the Recorder of Allen County, Indiana; thence S 00°-08'-30" E, on and along the West line of said 6.33 acre tract, a distance of 772.0 feet to the North right-of-way line of DuPont Road as established by a grant of right-of-way in Deed Record 580, Pages 474 and 475 in the Office of the Recorder of Allen County, Indiana; thence S 88°-21' W, on and along said North right-of-way line, 445.5 feet; thence S 01°-39' E, 50.0 feet to the South line of said Southwest Quarter; thence S 88°-21' W, on and along said South line, being also the centerline of DuPont Road, a distance of 1625.2 feet to the point of beginning, containing 35.363 acres of land, subject to legal right-of-way for Auburn Road and DuPont Road.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA.

An area connection charge of $475.00 per acre must be paid to the City at the time of connection. Said charge to be based upon a net assessable area obtained by subtracting the street right-of-ways and the Community Area from the total area of LONGWOOD, SECTION 1. Should the Community Area ever be developed, then an area connection charge of $475.00 per acre based on developed area must be paid to the City at the time of connection. This area connection charge represents the oversizing costs expended by the City for the sanitary sewer, St. Joe Interceptor, Resolution # 61-140-11, that provides service to LONGWOOD, SECTION 1. As future sections are developed, the Developer agrees to pay all area connection charges due to the St. Joe Interceptor, Resolution # 61-140-11. Also, a local line charge which represents the pro-rata share of the cost of the extension of the St. Joe Interceptor, Resolution # 61-140-11, shall be paid at time of connection, the line charge to be determined by the City.

5. CHARGE AGAINST EXCESS AREA

The said sewer when constructed will serve additional or excess area noted as Parcel "A" as shown on the attached Exhibit "A". In the event any present or future owners of said exhibited excess area desires to use said sewer or any extension thereof, by direct tap or through the extension or connection of lateral lines to service such lands, City, through its duly constituted authorities before permitting such use shall require, a contract or assessment, as maybe appropriated, that such owner or owners of said excess area pay to City, in addition to the cost of the area connection charges of $475.00 per acre due St. Joe Interceptor, Resolution # 61-140-11 a tap-in fee of $2,365.00, which represents the pro-rata share of the sanitary sewer line extension built by the Developer

and paid by the City as shown in the attached Exhibit "A". The amount is based upon the actual cost of construction for the 8" sanitary sewer lateral #E from Station 5+25 to 7+25 and the cost of Manhole #11a.

6. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

7. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

8. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION.

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest of title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run

with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record any executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outsite the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

9. GOVERNING STATUTE.

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

10. COUNCILMANIC APPROVAL.

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

LONGWOOD DEVELOPMENT - a Partnership

Michael W. Thomas | Morris Liechty | Zohrab K. Tazian

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael W. Thomas, Morris Liechty and Zohrab K. Tazian, partners of LONGWOOD DEVELOPMENT, who acknowledged the execution of the foregoing agreement for sewer extension as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 28th day of September, 1978.

Deanna Faust - Notary Public

My Commission Expires:

10-11-81

Resident of Allen County, Indiana.

CITY OF FORT WAYNE, INDIANA

By: Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS

By: Henry P. Wehrenberg, Chairman

By: Ethel H. LaMar, Member

By: Max G. Scott, Member

Approved as to form and legality:

Associate City Attorney

ATTEST:

Ursula Miller

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Robert E. Armstrong, ~~Henry P. Wehrenberg~~, Ethel H. LaMar and Max G. Scott, known to me to be the Mayor, the members of the Board of Works of the City of Fort Wayne, Indiana, respectively, and acknowledge the foregoing contract to be the voluntary act and deed of said City.

WITNESS my hand and notarial seal this 16 day of October, 1978.

Anne J. Fox
Notary Public

My Commission Expires:
3/16/80

Resident of Allen County, Indiana.

This instrument prepared by: Phillip Boller, Chief Water Pollution Control Engineer.

AMERICAN STATES INSURANCE COMPANY

500 N. Meridian Street
Indianapolis, Indiana

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That Michael W. Thomas , Zohrab K. Tazian Morris Liechty, as Principal, and American States Insurance Company, as Surety, are held and firmly bound unto the City of Fort Wayne, Indiana in the sum of Sixty-One Thousand, Nine Hundred Dollars ($61,900.00) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, legatees, executors, administrators, personal representatives, successors, and assigns firmly by these presents.

The conditions of the above obligation are such that:

WHEREAS, Michael W. Thomas have constructed Longwood Section I Sanitary Sewer

NOW, THEREFORE, the condition of the foregoing obligation is such that if the Principal shall, for the period of One (1) Year from the date of formal acceptance by City of Fort Wayne Board of Works, at its own expense, make all repairs which may become necessary by reason of defective materials or workmanship, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WITNESS our hands and seals this 27th day of September ,19 78 .

BY: Zohrab K. Tazian
Zohrab K. Tazian Principal

BY: Michael W. Thomas
Principal

BY: Morris Liechty
Principal

BY: Gerald Clancy
GERALD CLANCY
ATTORNEY-IN-FACT
AMERICAN STATES INSURANCE COMPANY
Surety

GENERAL POWER OF ATTORNEY

American States Insurance Company
INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint

----------GERALD CLANCY ----------

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed FIVE HUNDRED THOUSAND AND NO/100 ($500,000.00) DOLLARS ----------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of March

A. D. 19 77

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Stanley L. Riegel
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 24th day of March, A. D., 19 77, before me personally came

William M. Evans, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1981
My Commission Expires

Linda J. Cannon
Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Stanley L. Riegel, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 27th

day of September, A. D., 19 78.

(SEAL)

Stanley L. Riegel
Assistant Secretary

Form 9-1459 (12-72)

4272

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR SEWER EXTENSION - LONGWOOD, SECTION I

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS 8-78-11-32

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION WITH LONGWOOD DEVELOPMENT, FOR THE CONSTRUCTION OF A SANITARY SEWER TO SERVE LONGWOOD, SECTION I.

(AGREEMENT ATTACHED)

PRIOR APPROVAL ACQUIRED

EFFECT OF PASSAGE CONSTRUCTION OF SANITARY SEWER TO LONGWOOD, SECTION I PREPARATORY TO CONSTRUCTION OF NEW HOUSING FOR SAME

EFFECT OF NON-PASSAGE INABILITY TO PROCEED WITH CONSTRUCTION

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) DEVELOPER AGREES TO PAY THE ENTIRE COST AND EXPENSE OF CONSTRUCTION

ASSIGNED TO COMMITTEE

EP